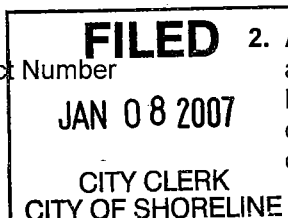




I-06-017

Contract # 3938
(Obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

**2. Amendments/Change Orders**

- a.) Contact City Clerk's Office for a NEW Contract #
- b.) One copy of the contract routing form
- c.) Three original amendments/change orders
- d.) One copy of the original contract

CONTRACT DESCRIPTION

Originator: Dick Deal **Routed by:** Robin Lesh
Department/Division: Parks, Recreation and Cultural Services **Date:** August 23, 2006

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

CONTRACT TITLE: 2006 Addendums to Joint Use Agreement with Shoreline School District

Brief Description of Services: Joint Use Agreement with Shoreline School District

Contract Modification: Has the original contract boilerplate language been modified? ☒ N ☐ Y If yes, list which sections have been modified. _____

Bid/RFP Number: _____

Name of Consultant/Contractor Shoreline School District

Effective Date: Upon Execution **Termination Date:** Until Amended

Total Amount of Contract: _____ **OrgKey # & Object #** _____

(including reimbursable expenses)

J/L # (if required) _____

Is there sufficient funds in the current budget to cover this contract? ☐ Y ☐ N If no, from where are the additional funds coming? _____

Payment Terms (monthly installments, progress payments, etc.): _____

Remarks: _____

SIGNATURE ROUTING:

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature (only send contract documents)
- ☒ 5. City Council Approval (if required)

8/23 (PD) also D.D.
8/24
9/11/06
09/11/06
(mo/day/year)

- ☒ 6. City Manager (if required)
- ☒ 7. Dept. Director (if authorized)
- ☐ 8. City Clerk
- ☐ 9. Purchasing

Date

9/14/06
JWW ?

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE CENTER AND SHORELINE PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 08/29/00 ("Agreement"). This Addendum to that Agreement relates to the Shoreline Center and Shoreline Park, hereafter referred to as Facility, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1st Avenue NE at North 190th Street.

In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County-owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Option To Buy

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party's exercise of the option;
- (d) Insurable fee simple title.

Addendum – Shoreline Center and Shoreline Park
Page 2 of 3

2. Joint Use

The City understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year. In addition, the City understands that because of unforeseen circumstances, the District may receive a rental request from a third party for certain facilities on short notice, specifically Building F (south classroom wing) and the Shoreline Room. If this occurs, the District will notify the City of the request and will work with the City to relocate their activity, but might be unable to do so. The City will have the option of paying the District's standard fee for the facility rather than relocating or rescheduling its use. The City must comply with the rules and regulations for the Shoreline Conference Center.

The District will provide meeting rooms for the following standing meetings of the City: a) City Council meetings, b) Planning Commission meetings, and c) All-City staff meetings. The district will provide the Rainier and the Highlander rooms for city meetings. The board room will not be available for city meetings. If these rooms are unavailable due to circumstances beyond the control of the District, the District will endeavor to provide other meeting room(s) in the Shoreline Center as the projected size of meeting(s) will dictate. Any other additional city groups may use the conference center at the regular assigned fee rate. In addition, the City will provide three points of contact to work directly with the school district conference center to schedule all City events. All callers will be referred to the assigned contact persons to be determined by the City Manager's office.

3. Maintenance

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.

Addendum – Shoreline Center and Shoreline Park
Page 3 of 3

5. User Fees

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of any parcels located within the boundary of the land covered under this Agreement. The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, costs associated with the provision of meals, food and beverage services, and special equipment.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:


CITY OF SHORELINE

DATED: 09/13/06

BY 

Robert Olander, City Manager

Approved as to form

BY 

Ian Sievers, City Attorney


SHORELINE SCHOOL DISTRICT #412

DATED: 11/20/06

BY 

Superintendent

Approved as to form:

BY 

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SPARTAN RECREATION CENTER

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00 ("Agreement"). This Addendum to that Agreement relates to Spartan Recreation Center facility (hereafter "Facility") as described below, located at the Shoreline Center at 18560 1st Ave. NE, Shoreline WA, and the terms and conditions of this Addendum supplement the application of the Agreement to the Spartan Recreation Center facility defined herein.

A. Context and History

The School District passed a bond issue that included funding for renovation of the gymnasium facility at the Shoreline Center. The design and construction focused on a vision of creating broader community access to the Facility for public recreation. Prior to 2000, the School District Athletic Department operated this Facility at the Shoreline Center complex. The dance room and gym were available for public use. King County Parks; City of Shoreline Parks, Recreation and Cultural Services Department; and youth and community organizations used the Facility for community recreation purposes.

In 2000, the City and the School District entered into a joint use agreement for City and School District facilities with a vision and intent to maximize public use of public facilities while maintaining them as sustainable assets.

The School District completed a \$2 million renovation of the Facility and renamed it Spartan Recreation Center in May 2001. The Spartan Recreation Center facility has a total of 34,727 square feet. Newly renovated spaces total 23,500 square feet or 68% of the building including a double gym, dance room, weight room, fitness room, office and lobby spaces, and ADA accessible restroom. In addition, men's and women's locker rooms were partially renovated and are available for public use.

The School District has exclusive use of 7,200 square feet or 20% of the building for School District purposes. This includes one locker room in the northwest corner of the building for visiting teams using the Stadium adjacent to the Spartan Recreation Center. It also includes a former locker room located on the north side of the gym that has been modified, but largely unimproved, that is being used for storage.

The remaining 4,000 square feet or 12% of the building is unimproved. This includes an old locker room on the south side of the gym that is vacant. The City's 2001-2005 Capital Improvement Program has \$650,000 included for investment in the Spartan Recreation Center. The funds are targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once this is completed, the City will oversee 80% of the building footprint for community recreation purposes. The City's program use of the facility is expected to expand with the added facilities.

In 2001, the school district and city staff members collaborated to develop a joint operations plan for the newly renovated Spartan Recreation Center facility. This addendum is based upon the August 2001 Joint Operations Plan.

THE PARTIES AGREE AS FOLLOWS:

1. Facility Subject to Joint Use Agreement

The Spartan Recreation Center facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Spartan Recreation Center facility is a separate building located on the Shoreline Center campus.

2. Removal of Facility

The District does not currently need the Facility for a school building. However, pursuant to RCW 28A.355.040, the District may declare the Spartan Recreation Center facility again needed for school purposes and thus remove this Facility from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this Facility from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City.

3. Option To Buy

If the District elects to sell any or all of the Facility during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the Facility at issue. The terms of any purchase by City pursuant to such election shall be as follows:

- (a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) cash at closing;
- (c) closing within ninety (90) days of City's exercise of the option; and
- (d) insurable fee simple title.

4. Maintenance and Operations

The School District shall provide and pay for routine maintenance and repair of the interior and exterior of the Facility. The city agrees to maintain the grounds surrounding the Spartan Recreation Center. The City shall pay for repair of vandalism to the building interior associated with program use administered by the City. Major building maintenance repair and restoration shall be shared on a pro-rata basis according to use by School District and City operated programs.

The City will provide its own custodial service for the Spartan Recreation Center. This will take place no later than January 1, 2007 or within 90 days of prior budget approval by the Shoreline City Council.

The City shall pay for all utilities.

Addendum - Spartan Recreation Center
Page 3 of 4

The City will administer public recreation programs for the community. The City will provide supervision, scheduling, development and implementation of recreation programs, and collection and receipt of fees. The City shall operate this Facility, including facility additions developed under Section 6, in the same manner and to the same degree as other park and recreation facilities operated by the City. All fees collected by the City shall be retained by the City to offset its program expenses and utilities. The City and School District will review costs and use on an annual basis and make recommendations for modifications in cost sharing on a bi-annual basis.

The School District and City shall meet quarterly to develop the program schedule. The School District will have priority scheduling during regular school hours for special events and from 3:00-5:00 p.m., Monday through Friday, for after-school activities. The City of Shoreline will have priority scheduling at all other times.

The School District will receive credit for their initial capital investment in weight room equipment as the proportionate costs are calculated on an annual basis until the City's replacement costs add up to the amount the School District funded initially.

5. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities used by that party after regular hours of operation.

It is also provided that District administrative and security staff will have authority to supervise student behavior in Spartan Recreation Center during the school year.

6. Facility Development


The City and District shall collaborate in the planning and design process for the additional improvements to the Facility. The plans, specifications and standards for the placement of all equipment, facilities and improvements at the Spartan Recreation Center facility (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the School District prior to any installation thereof, which approval shall not be unreasonably withheld. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

Addendum - Spartan Recreation Center
Page 4 of 4

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

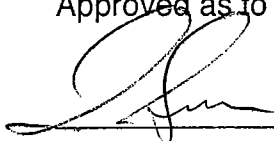
Dated: 9/13/06

CITY OF SHORELINE



Robert Olander, City Manager

Approved as to form



Ian Sievers, City Attorney

Dated: 11/20/06

SHORELINE SCHOOL DISTRICT



Superintendent

Approved as to form



Lester "Buzz" Porter, School District Attorney